

Rachel Kosmal McCart, OSB #091303  
Email: rachel@preservelegalsolutions.com  
Preserve Legal Solutions, PC  
38954 Proctor Blvd Ste 186  
Sandy, OR 97055  
Telephone: (866) 385-2972  
Attorney for Plaintiff

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF OREGON  
PORTLAND DIVISION

|                              |   |                            |
|------------------------------|---|----------------------------|
| EQUINE LEGAL SOLUTIONS, PC,  | ) |                            |
|                              | ) | Case No. 3:22-cv-1850      |
| Plaintiff                    | ) |                            |
|                              | ) |                            |
| v.                           | ) | <b>COMPLAINT</b>           |
|                              | ) |                            |
| FIRELINE FARMS, INC., KAIHLY | ) | For Copyright Infringement |
| GONZALEZ and DIGITALOCEAN,   | ) |                            |
| LLC,                         | ) |                            |
|                              | ) |                            |
| Defendants                   | ) |                            |

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COMES NOW, Plaintiff Equine Legal Solutions, PC (“Plaintiff”) and hereby alleges as follows against Defendants Fireline Farms, Inc. (“Defendant Fireline”), a Florida corporation; Kaihly Gonzalez (“Defendant Gonzalez”); and DigitalOcean LLC, a Delaware limited liability company (“Defendant DigitalOcean”) (collectively, “Defendants”).

**NATURE OF THE ACTION**

1.

This action arises out of Defendants’ use, copying, dissemination, and infringement of Plaintiff’s copyrighted legal forms. Plaintiff sells licenses to access and use Plaintiff’s

copyrighted legal forms on Plaintiff's website, subject to a license agreement ("License Agreement").

### **JURISDICTION**

2.

Pursuant to 28 U.S.C. § 1331, this Court has original jurisdiction over claims brought under the Copyright Act, 17 U.S.C. § 101, *et seq.* ("Copyright Act").

### **VENUE**

3.

Pursuant to 28 U.S.C. § 1391(b)(2), venue is proper in this Court. As described herein, Defendants Fireline and Gonzalez agreed to the terms of the License Agreement, which specifies the state of Oregon as the proper venue for any legal actions relating to it, and Defendant DigitalOcean does business in the state of Oregon.

### **PARTIES**

4.

Plaintiff is an Oregon professional corporation providing equine-related legal services to clients in Oregon, California, New York and Washington.

5.

Plaintiff is informed and believes Defendant Fireline is a Florida corporation domiciled in Florida.

6.

Plaintiff is informed and believes Defendant Gonzalez is a natural person resident in

Florida.

7.

Plaintiff is informed and believes Defendant DigitalOcean is a Delaware limited liability company with its principal place of business in New. York. Plaintiff is informed and believes Defendant DigitalOcean does business in Oregon and has numerous customers resident in Oregon.

### **FACTUAL ALLEGATIONS**

8.

Plaintiff's employee has developed a variety of copyrighted legal forms for equine transactions based upon her decades of experience both as an attorney and an equestrian. On Plaintiff's website, persons wishing to use such forms can download them for a fee after agreeing to enter into the License Agreement. The License Agreement is also posted on Plaintiff's website.

9.

The License Agreement specifically prohibits Plaintiff's customers from posting Plaintiff's forms on the Internet.

10.

From time to time, Plaintiff conducts Internet searches to identify documents that infringe upon Plaintiff's copyrighted forms. Because Plaintiff uses unique language in its forms, Plaintiff can easily identify infringing documents by searching for specific language.

11.

Plaintiff is informed and believes at all relevant times, Defendant Gonzalez acted as an

employee or agent of Defendant Fireline.

12.

On October 31, 2016, Defendant Gonzalez visited Plaintiff's website, purchased Plaintiff's Equine Boarding Forms Package and downloaded it. Such purchase was subject to the License Agreement, which specifies Oregon as the proper venue for all legal actions brought in connection with the License Agreement.

13.

Plaintiff is informed and believes at some point on or after October 31, 2016, Defendants Gonzalez and Fireline posted copies of Plaintiff's Boarding Stable Visitor Hold Harmless and Indemnification Agreement – Adult ("Adult Release") and Plaintiff's Boarding Stable Visitor Hold Harmless and Indemnification Agreement – Youth ("Youth Release") on Defendant Fireline's website.

14.

On or about November 17, 2021, Plaintiff conducted an Internet search for language unique to Plaintiff's forms. Such search led Plaintiff to discover that the Adult Release was posted on the Internet at the following URL: [https://firelinefarms.com/Content/forms/Adult\\_Visitor\\_Release.pdf](https://firelinefarms.com/Content/forms/Adult_Visitor_Release.pdf) and the Youth Release was posted on the Internet at the following URL: <https://firelinefarms.com/Content/forms/YouthVisitorRelease.pdf>.

15.

Plaintiff is informed and believes that at all relevant times, Defendant Fireline owned and controlled the domain firelinefarms.com ("Fireline Website").

16.

On November 18, 2021, Plaintiff submitted a DMCA compliant takedown notice via

email to Defendants Fireline and Gonzalez. Plaintiff did not receive any response.

17.

On November 29, 2021, Plaintiff submitted a Digital Millennium Copyright Act (“DMCA”) compliant takedown notice via email to the Internet service provider (“ISP”) then hosting the Fireline Website. Plaintiff is informed and believes the ISP notified Defendant Fireline that it had received such notice and instructed Defendant Fireline to remove the infringing content from the Fireline Website.

18.

On December 8, 2021, Plaintiff sent additional DMCA compliant takedown notices to Defendants Fireline and Gonzalez.

19.

On December 23, 2021, Plaintiff received a telephone call and voicemail from Olga Gonzalez inquiring about the copyright infringement notification Defendant Fireline had received. Plaintiff is informed and believes Olga Gonzalez is the President of Defendant Fireline.

20.

On December 23, 2021, Plaintiff sent an email to Olga Gonzalez explaining that the License Agreement prohibits posting Plaintiff’s forms on the Internet.

21.

On December 28, 2021, Plaintiff received an email from Defendant Fireline’s ISP stating, “Our customer informs us they can provide proof of a purchase agreement that gives them permission to use the content in question.” Plaintiff emailed a response to Defendant Fireline’s ISP stating, “Even if

your customer purchased the forms from us, our license agreement (which every customer must agree to when purchasing our forms) specifically prohibits posting them on the Internet.”

22.

On December 29, 2021, Plaintiff received an email from Defendant Fireline’s ISP stating, “It is our understanding that the website owner removed the allegedly infringing material.”

23.

On December 29, 2021, Plaintiff visited the URLs where the Adult Release and Youth Release had been posted on the Fireline Website. The Adult Release and Youth Release were no longer accessible at those URLs.

24.

On January 5, 2022, Plaintiff conducted another search for language unique to Plaintiff’s copyrighted forms and discovered the Adult Release and Youth Release were once again posted at the same URLs on the Fireline Website where they had previously been posted. Plaintiff is informed and believes Defendant Fireline re-posted the Adult Release and Youth Release to the Fireline Website at some point during the period from December 29, 2021 and January 5, 2022.

25.

On January 5, 2022, Plaintiff sent an email to Defendant Fireline’s ISP notifying it that Defendant Fireline had re-posted the Adult Release and Youth Release to the Fireline Website and asking for the ISP’s assistance in removing them. Plaintiff is informed and believes the ISP forwarded a copy of such email to Defendant Fireline. Plaintiff did not receive any response from the ISP or Defendant Fireline.

26.

On January 10, 2022, Plaintiff confirmed the Adult Release and the Youth Release (collectively, “Infringed Documents”) were still posted on the Fireline Website. Plaintiff sent a follow-up email to Defendant Fireline’s ISP. Plaintiff is informed and believes the ISP forwarded a copy of such email to Defendant Fireline. Plaintiff did not receive any response from the ISP or Defendant Fireline.

27.

On January 13, 2022, Plaintiff confirmed the Infringed Documents were still posted on the Fireline Website. Plaintiff sent a follow-up email to Defendant Fireline’s ISP. Plaintiff is informed and believes the ISP forwarded a copy of such email to Defendant Fireline. Plaintiff did not receive any response from the ISP or Defendant Fireline.

28.

On January 18, 2022, Plaintiff confirmed the Infringed Documents were still posted on the Fireline Website. Plaintiff sent another email to Defendant Fireline’s ISP, this time stating Plaintiff would file suit for copyright infringement unless the ISP immediately removed the Infringed Documents from the Fireline Website. Plaintiff is informed and believes the ISP forwarded a copy of such email to Defendant Fireline. Plaintiff did not receive any response from the ISP or Defendant Fireline.

29.

Plaintiff is informed and believes that on or after January 18, 2022, Defendant Fireline’s ISP took down the Fireline Website.

30.

Plaintiff is informed and believes that at some point during the period between January 18, 2022 and March 4, 2022, Defendant Fireline entered into an agreement with Defendant DigitalOcean pursuant to which Defendant DigitalOcean agreed to provide website hosting services for the Fireline Website in exchange for compensation.

31.

On March 4, 2022, Plaintiff conducted another search for language unique to Plaintiff's copyrighted forms. Plaintiff discovered the Adult Release was once again posted to the Fireline Website, this time at the following URL: [https://firelinefarms.com/wp-content/uploads/2021/09/Adult\\_Visitor\\_Release.pdf](https://firelinefarms.com/wp-content/uploads/2021/09/Adult_Visitor_Release.pdf).

32.

On March 4, 2022, Plaintiff sent a DMCA compliant takedown notice to Defendant DigitalOcean at the email address on file with the U.S. Copyright Office for Defendant DigitalOcean for receipt of DMCA notices.

33.

On March 4, 2022, Plaintiff submitted a DMCA compliant takedown notice via email to Defendants Fireline and Gonzalez. Plaintiff did not receive any response.

34.

On March 30, 2022, Plaintiff received an email from Defendant DigitalOcean stating, "Can you please tell us exactly what content you're claiming you own on this URL?" Plaintiff responded, "The entire document posted at this URL is our copyrighted document."



35.

On April 4, 2022, Plaintiff received an email from Defendant DigitalOcean stating, “Thank you for submitting your abuse complaint. A staff member has reviewed the details and located the associated account. The issue will be reviewed and resolved as soon as possible.”

36.

Plaintiff is informed and believes that at some point on or after April 4, 2022, Defendant DigitalOcean instructed Defendant Fireline to remove the Adult Release from the Fireline Website, and that Defendant Fireline did so.

37.

On November 18, 2022, Plaintiff conducted another search for language unique to Plaintiff’s copyrighted forms and discovered the Youth Release had once again been posted to the Fireline Website, this time at the following URL: <https://firelinefarms.com/wp-content/uploads/2021/09/YouthVisitorRelease.pdf>.

38.

On November 18, 2022, Plaintiff sent a DMCA compliant takedown notice to Defendant DigitalOcean at the email address on file with the U.S. Copyright Office for Defendant DigitalOcean for receipt of DMCA notices. Plaintiff did not receive any response.

39.

On November 18, 2022, Plaintiff submitted a DMCA compliant takedown notice via email to Defendants Fireline and Gonzalez. Plaintiff did not receive any response.

40.

As of the date of this filing, the Youth Release is still posted on the Fireline Website.

41.

Plaintiff is informed and believes that at all relevant times in 2022, Defendant DigitalOcean was the ISP hosting the Fireline Website and received compensation from Defendant Fireline in exchange for hosting the Fireline Website.

42.

Plaintiff is informed and believes that during the time periods the Infringed Documents have been posted to the Fireline Website, an unknown number of parties accessed them, further disseminated them, made derivative works from them, and profited by using them in their business operations.

### **FIRST CLAIM FOR RELIEF**

#### **Copyright Infringement Against All Defendants**

43.

Plaintiff incorporates by reference and realleges the preceding paragraphs.

44.

Plaintiff has complied in all respects with the Copyright Act, and all other laws governing copyright.

45.

Plaintiff is entitled to copyright protection for Plaintiff's Equine Boarding Forms Package, which includes, *inter alia*, the Infringed Documents. The Register of Copyrights has issued the following Certificates of Registration for material contained in the current version of Plaintiff's Equine Boarding Forms Package: TX0007188695, TX0007188703, TX0007188711, TX0007189931, TX0007189934, TX0007394787, TX0007394795 and TX0008398596.

46.

Plaintiff has placed copyright notices on its License Agreement and on all copies of its legal forms it has produced and licensed, including the Infringed Documents. Any copies of the Infringed Documents published by Plaintiff or under Plaintiff's authority or license have been published in strict conformity with the Copyright Act and all other laws governing copyright.

47.

Plaintiff is the copyright claimant of the original copyright, assignee of the copyright owner, or the owner of exclusive rights under the Copyright Act, in the Infringed Documents. Since the development of the Infringed Documents, Plaintiff has been, and still is, the sole proprietor of all of its rights, title and interest in and to the Infringed Documents.

48.

Plaintiff is informed and believes by means of the actions complained of herein, Defendants have infringed and will continue to infringe Plaintiff's copyright in and relating to the Infringed Documents, by copying, publicly displaying, distributing, and/or placing into the market the Infringed Documents.

49.

Plaintiff is informed and believes Defendants have infringed Plaintiff's copyright knowingly, deliberately, and willfully, and without Plaintiff's consent.

50.

Plaintiff has not authorized any of the Defendants, by license or otherwise, to copy, reproduce, display, distribute or sell copies of the Infringed Documents, except as permitted by the terms of the License Agreement.

51.

As a direct and proximate result of Defendants' infringement of Plaintiff's copyright and exclusive rights under copyright, Plaintiff is entitled to damages and Defendants' profits pursuant to 17 U.S.C. § 504(b) for each infringement. Alternatively, Plaintiff is entitled to the maximum statutory damages in the amount of \$150,000, or for such other amounts as may be proper under 17 U.S.C. §504(c). Plaintiff is further entitled to its attorneys' fees and full costs pursuant to 17 U.S.C. §505.

52.

Defendants' conduct, as described herein, is causing, and unless enjoined by this Court, will continue to cause, Plaintiff great and irreparable injury that cannot be fully compensated or measured in money. Plaintiff has no adequate remedy at law. Pursuant to 17 U.S.C. §502, Plaintiff is entitled to preliminary and permanent injunctions prohibiting further infringement of Plaintiff's copyright.

### **RELIEF REQUESTED**

WHEREFORE, Plaintiff prays for judgment as follows:

By Plaintiff against All Defendants

1. For an order preliminarily and permanently enjoining Defendants and all persons acting in concert with them, including their agents, employees, successors and assigns, from (a) accessing, using, copying, publishing, disclosing, transferring, selling or otherwise distributing or disseminating, directly or indirectly, any of Plaintiff's copyrighted material, and any product incorporating or derived from all or part of Plaintiff's copyrighted material;

and (b) committing any other act that infringes upon Plaintiff's copyrights.

2. For an order requiring Defendants to account and pay over to Plaintiff all sales, profits and advantages derived by them from the causes of action described in this Complaint.
3. An award of actual damages in an amount to be proven at trial;
4. For statutory damages as provided by applicable law;
5. For an award of attorneys' fees and costs; and
6. For such other and further relief as the Court shall deem equitable.

DATED November 29, 2022

/s/ Rachel E. Kosmal McCart

Rachel E. Kosmal McCart, Esq., OSB 190172

Preserve Legal Solutions, PC

38954 Proctor Blvd Ste 186

Sandy, OR 97055

Telephone: (844) 468-2388

Attorney for Plaintiff